

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

CRYSTAL DAWN ALBARRAN-GIRON, et al,

Plaintiffs

V.

RICHARD LEE ALDRICH, et al.

Defendants

Case No.: CIV-09-0675-  
HE

**JOINT APPLICATION TO SETTLE CLAIMS OF MINOR CHILDREN  
AND TO APPROVE WRONGFUL DEATH SETTLEMENT**

COME NOW all parties and request the Court to approve a settlement on behalf of minor children and to distribute death settlement proceeds as set out below:

I.

On December 24, 2008, the minor children, identified in pleadings in as Child A, Child B and Child C allegedly sustained personal injury and other damages as a result of being involved in or witnessing an incident which occurred in Lincoln County, State of Oklahoma, involving multiple automobiles. In addition, the Plaintiffs allege that Juan Albarran-Giron was killed as a result of the incident in question. This claim is disputed both as to liability and damages.

II.

Crystal Dawn Albarran-Giron appears on behalf of the minor children to assert the parent's individual claims for damages and expenses and also to assert any and all claims that the minor children may have arising out of the incident which occurred December 24, 2008.

III.

A compromise agreement has been reached wherein the Defendants have offered and the Plaintiff's have accepted a confidential sum. This compromise agreement extends to the parent's claim for all necessary and incidental expenses, including medical expenses, past and future, loss of past earning, and future loss of earnings or impairment of earning capacity through age eighteen (18), loss of past household or similar services, past and future and any and all other expenses released to the alleged injuries received by the minors as a result of this incident.

IV.

This compromise agreement also includes compensation to the minor children for past and future pain of body and mind, past and future expenses for medical attention, past and future loss of income and employment opportunity, permanent injury, physical impairment, disfigurement and impairment of earning capacity.

V.

This compromise agreement also includes any and all claims for wrongful death damages pursuant to 12 O.S. §1053, for the death of Juan Albarran-Giron and includes any individual claims for damages that Crystal Dawn Albarran-Giron has arising out of the incident.

VI.

The Court is advised that there are no medical liens currently being asserted against the proceeds of the settlement.

VII.

Crystal Dawn Albarran-Giron, individually and in her representative capacity agrees to pay the Plaintiff's attorneys fees, where applicable, and have also agreed to pay any and all outstanding medical bills, hospital liens, physician liens, insurance subrogation claims or any other claims against proceeds of this settlement. Crystal Dawn Albarran-Giron further agrees to indemnify and hold harmless the Defendants and their attorneys and insurers from any further loss or claim by any medical provider, lien claimant, subrogated interest claimant, or any person claiming wrongful death damages for the death of Juan Albarran-Giron.

VIII.

All Plaintiffs believe that this settlement is fair, equitable and in the best interest of the minor children, and each represent to the Court that the settlement agreement was entered into free from duress or coercion by any of the parties. Each Plaintiff formed their opinion with regard to the settlement based upon their

own independent beliefs and not on the representation of Defendant or their attorneys.

IX.

Plaintiffs are aware that the settlement if approved by the Court, will fully compromise and conclude the subject claim and that all Plaintiffs, including the minor child, will be forever barred from seeking any further compensation from Defendant or Defendant's insurance carriers should the minor's conditions change or new damages develop.

X.

Plaintiffs are also aware that by settling this case, the Plaintiffs are giving up their right to a jury or non-jury trial on the liability and damage issues arising out of the accident.

XI.

Plaintiffs recognize that if the Court approves this settlement, that the Plaintiff, including their minor children, will be forever barred from filing any future civil action against Defendants or their insurance carriers for injuries allegedly arising out of the accident which is the subject matter of this litigation.

XII.

Crystal Dawn Albarran-Giron further alleges that she was lawfully married to Juan Albarran-Giron at the time of his death on December 24, 2008 and that she is the proper party to bring this action pursuant to Title 12 O.S. §1053 and §1054.

She represents that there has been no administrator appointed and no probate estate set up in the State of Oklahoma or otherwise.

XIII

Crystal Dawn Albarran-Giron acknowledges that the allocation and distribution of the settlement proceeds in this matter to both herself and to Child A, B and C will constitute a full, final and complete release of any and all claims for wrongful death or personal injury involving Juan Albarran-Giron that may exist against these Defendants.

XIV.

Crystal Dawn Albarran-Giron has separately signed a Settlement Agreement and Release, the terms of which are incorporated by reference into this Joint Application to Settle the Claims of Minor Children and Approve Wrongful Death Settlement.

WHEREFORE, the parties request the Court to enter an Order approving the compromise agreement that will be set forth in detail at the Court's hearing scheduled Friday, July 9, 2010 at 9:30 a.m

Respectfully submitted,

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